



JAMES A. NOYES, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"Enriching Lives"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

January 22, 2004

IN REPLY PLEASE

REFER TO FILE: **W-0**

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY  
AVENUE J PROPERTY DEMOLITION AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

As the governing body of the Los Angeles County Waterworks District No. 40, Antelope Valley:

Approve and instruct the Chairman to sign the enclosed Agreement between the City of Lancaster and the Los Angeles County Waterworks District No. 40, Antelope Valley (District), authorizing the City to demolish and remove unnecessary improvements located at 419 West Avenue J in the City of Lancaster.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this action is to reimburse the City of Lancaster for clearing a portion of the District's existing North Maintenance Yard at 419 West Avenue J, in the City of Lancaster, which is no longer needed for District operations. The City proposes to demolish several buildings within the City by a private contract. Demolition of the Waterworks improvements can be more economically accomplished by adding these buildings to the City's contract. Clearing the property is expected to maximize the value of the land and increase the Districts' return when the property is sold as excess property.

### **Implementation of Strategic Plan Goals**

This action is consistent with the County Strategic Goal of Fiscal Responsibility because it will allow us to demolish the facility at the 419 West Avenue J site and prepare the property for sale in the most economically efficient manner.

### **FISCAL IMPACT/FINANCING**

This project has an estimated cost of \$55,000. There are sufficient funds available in the District's Accumulative Capital (ACO) Fund to finance this project.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This Agreement was executed by the City of Lancaster on January 13, 2004. The Agreement has been reviewed by County Counsel and approved as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The work performed by the City of Lancaster, under the terms of the Agreement, is "ministerial" and, thereby, exempt from the requirements of the California Environmental Quality Act (Section 15268).

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on the current services provided by the District.

The Honorable Board of Supervisors  
January 22, 2004  
Page 3

**CONCLUSION**

Please return three approved copies of the Agreement, marked "LACWWD," City 1," and "City 2," and two adopted copies of this letter. The copy of the Agreement marked "County" is for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

GMP:lb  
BDL2149

Enc.

cc: Chief Administrative Office  
County Counsel

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF LANCASTER, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, a public waterworks district formed pursuant to Division 16 of the State Water Code, hereinafter referred to as "DISTRICT:"

## WITNESSETH

WHEREAS, CITY proposes to demolish several buildings within CITY, hereinafter referred to as "PROJECT;" and

WHEREAS, DISTRICT owns property, herein after referred to as "PROPERTY," located at 419 West Avenue J, Lancaster, with several structures, foundations, and pavement, which are in very poor condition and interfere with DISTRICT'S use of PROPERTY, hereinafter referred to as "DBUILDS;" and

WHEREAS, DISTRICT has requested and CITY is willing to include the demolition of DBUILDS with PROJECT; and

WHEREAS, DISTRICT will pay CITY for the actual cost to demolish DBUILDS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by both CITY and DISTRICT, and of the premises herein contained, it is hereby agreed as follows:

1. CITY agrees:
  - a. To demolish DBUILDS.
  - b. To furnish DISTRICT, within 30 days after completion of the demolition of DBUILDS and PROJECT, a final accounting of the actual costs to demolish DBUILDS.
2. DISTRICT agrees:
  - a. To pay CITY, in full, the actual cost to demolish DBUILDS based upon the final accounting within 30 days of acceptance of the final accounting. CITY shall take all steps necessary to relieve PROPERTY of any and all liens that may result from work pursuant to this Agreement.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The actual cost to demolish DBUILDS, as referred to in this Agreement, shall equal the sum of the cost for the demolition of structures, removal, and proper disposal of all debris from PROPERTY including concrete slabs and pavement.

DISTRICT'S financial participation shall be limited to only the actual cost to demolish DBUILDS, not to exceed \$55,000.

- b. The following are the addresses for notice hereunder:

CITY: Mr. George Henderson  
City of Lancaster  
44933 North Fern Avenue  
Lancaster, CA 93534-2461

DISTRICT: Los Angeles County Waterworks  
District No. 40, Antelope Valley  
P.O. Box 1460  
Alhambra, CA 91802-1460

Attention Mr. Manuel del Real

Any and all demands, notices, or other communications between the parties shall be in writing.

- c. This Agreement and all performance under it shall, in all respects, be governed by the laws of the State of California.
- d. No amendment, change, or modification of this document shall be valid unless in writing and signed by the parties hereto.
- e. Neither DISTRICT, nor any officer or employee of DISTRICT, nor the County of Los Angeles, shall be responsible for any damage or liability occurring by reason of any acts of omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. It is also understood and agreed that CITY shall fully indemnify, defend, and hold DISTRICT and the County of Los Angeles harmless from any liability imposed for injury occurring by reason of any acts of omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement.
- f. CITY and DISTRICT shall have no financial obligation to each other concerning the subject of this Agreement, except as expressly herein provided.
- g. This document constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the CITY OF LANCASTER on January 13, 2004, and by the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY, on \_\_\_\_\_, 2004.

LOS ANGELES COUNTY  
WATERWORKS DISTRICT NO. 40,  
ANTELOPE VALLEY

ATTEST:


VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
Chairman, Board of Supervisors of  
the County of Los Angeles as  
governing body thereof

By \_\_\_\_\_  
Deputy

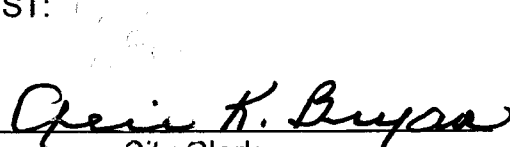
APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

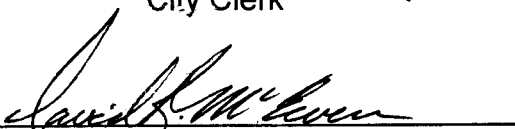
By   
Deputy

CITY OF LANCASTER

ATTEST:

By   
City Clerk

By   
Mayor

By   
City Attorney

GMP:lb  
Agmt10